

SERIAL 05202 C SHOES AND BOOTS: CASUAL, MEN'S & WOMEN'S

DATE OF LAST REVISION: April 20, 2006 CONTRACT END DATE: April 30, 2009

CONTRACT PERIOD THROUGH APRIL 30, 2009

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **SHOES AND BOOTS: CASUAL, MEN'S & WOMEN'S**
(NIGP CODE 80080)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 20, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/mm
Attach

Copy to: Clerk of the Board
Barry Thiem, MCSO Sheriff's Warehouse
Lloyd Weaver, Juvenile Court
Mirheta Muslic, Materials Management

(Please remove Serial 01010-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **SHOES AND BOOTS: CASUAL, MEN'S & WOMEN'S (NIGP CODE 80080)**

1.0 INTENT:

The intent of this Solicitation is to establish a contract for footwear to be used by Maricopa County Sheriff's Office for inmates. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 TECHNICAL SPECIFICATIONS:

2.1 Inmate Shoes:

- 2.1.1 Slip on.
- 2.1.2 Cotton army duck upper.
- 2.1.3 Molded rubber based outsole.
- 2.1.4 Cushioned insole.
- 2.1.5 Plain toe (without toe guard).
- 2.1.6 Machine washable.
- 2.1.7 Reinforced seams.
- 2.1.8 Heel Pad.
- 2.1.9 Navy Blue or Black
- 2.1.10 Size:
 - 2.1.10.1 Men's:
 - 2.1.10.1.1 5 to 15
 - 2.1.10.2 Women's:
 - 2.1.10.2.1 5 to 8

2.2 Juvenile Shoes:

- 2.2.1 10 oz Duck Drill canvas upper Backed to a 8oz Duck Drill canvas lining. Canvas uppers and lining 100% cotton.
- 2.2.2 6 oz Canvas inner cap.
- 2.2.3 Reinforced Hi-Styrene added rubber counter to enhance Heel support. Padded Collar.
- 2.2.4 High Density forming Insole fully cushioned.
- 2.2.5 Cookie Arch Support.
- 2.2.6 White Elastic twin-gore.
- 2.2.7 Hand Lasted, Cemented, and Double Vulcanized Construction.

2.2.8 White Rubber toe cap, Foxing, and Front Bumper.

2.2.9 Slip-resistant and Non-marking outsole.

2.2.10 Navy Blue

2.2.11 Sizes:

2.2.11.1 Boys:

2.2.11.1.1 5 to 15

2.2.11.2 Girls:

2.2.11.2.1 5 to 15

2.3 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Products meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the products may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the products conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the products do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.4 DELIVERY:

Delivery is required F.O.B. DESTINATION, freight pre-paid within ten (10) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.5 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) County contract number;

- (5) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.6 INVOICING REQUIREMENTS:

A proper invoice billed to the appropriate County agency per the purchase order instructions, whether picked up or delivered, shall accompany all item(s) purchased by the County.

All invoices shall indicate the following:

- (1) Contract number;
- (2) County purchase order number;
- (3) Quantity;
- (4) Description of material, including item number, and any backorders;
- (5) Pricing per unit.

2.7 STOCK:

The Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

2.8 WARRANTY:

The minimum warranty period shall be sixty (60) days for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.9 SAMPLES:

Contractors may be requested to furnish samples of products bid for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

2.10 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.10.1 Documentation from the manufacturer that the product has been discontinued.
- 2.10.2 Documentation that names the replacement product.
- 2.10.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.10.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product.
- 2.10.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.11 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.12 TAX:

NO TAX SHALL BE LEVIED AGAINST LABOR. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

ANY REQUEST FOR REASONABLE PRICE ADJUSTMENTS MUST BE SUBMITTED THIRTY (30) DAYS PRIOR to the Contract expiration date. *Justification* for the requested adjustment in cost of labor and/or materials **must** be supported by appropriate documentation and **must** be within the *Producer Price Index* for the commodity. *Increases are subject to approval in writing* by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Price

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.6 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid).

3.7 INDEMNIFICATION:

3.7.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.8 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.9 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504
(astupka@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Barry Thiem, Sheriff's Warehouse, 602-506-6513
Lloyd Weaver, Juvenile Courts, 602-372-0532

Inquiries may be submitted by telephone but must be followed up in writing. **NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.**

3.11 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide two (2) copies of ATTACHMENT A, B, C, (E, F and G, if applicable), any Required Submittals, and a signed ADDENDA Face Page of the Solicitation (if applicable). ATTACHMENT B must bear original signatures. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.13 CONTRACTOR REVIEW OF DOCUMENTS:

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive:

3.13.1 Two copies of the following:

3.13.1.1 Attachment A – Pricing

3.13.1.2 Attachments B - Agreement Page (with original signatures)

3.13.1.3 Attachment C – References

3.13.1.4 Signed ADDENDA Face Page of Solicitation (if applicable)

3.13.1.5 Literature, Technical and Descriptive

CAREFREE UNIFORMS, PO BOX 12631, SCOTTSDALE, AZ 85267

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET: C843003

PRICING:

	ITEM DESCRIPTION	ANNUAL USAGE by pair	UNIT PRICE
1.1	Men's Sizes:		
1.1.1	(0109000) Size 6	100	\$ 2.00
1.1.2	(0109001) Size 7	200	\$ 2.00
1.1.3	(0109002) Size 8	700	\$ 2.00
1.1.4	(0109003) Size 9	1400	\$ 2.00
1.1.5	(0109004) Size 10	1600	\$ 2.00
1.1.6	(0109005) Size 11	1600	\$ 2.00
1.1.7	(0109006) Size 12	750	\$ 2.00
1.1.8	(0109007) Size 13	400	\$ 2.00
1.1.9	(0109008) Size 14	100	\$ 2.00
1.2	Women's Sizes:		
1.2.1	(0109009) Size 5	150	\$ 2.00
1.2.2	(0109010) Size 6	150	\$ 2.00
1.2.3	(0109011) Size 7	200	\$ 2.00
1.2.4	(0109317) Size 8	400	\$ 2.00

CAREFREE UNIFORMS, PO BOX 12631, SCOTTSDALE, AZ 85267

Terms:	2% 10 Net 30
Vendor Number:	W000003154 X
Telephone Number:	480/368-9056
Fax Number:	480/368-9063
Contact Person:	Miranda Supko
E-mail Address:	Miranda@carefreeuniforms.com
Company Web Site:	www.carefreeuniforms.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending April 30, 2009.

GOLD WATER INDUSTRIES INC., 17221 S WESTERN AVENUE, GARDENA, CA 90247-5225WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒X YES ☐NOWILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒X YES ☐NOIF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☒X YES ☐NOINTERNET ORDERING CAPABILITY: ☒X YES ☐NO ☐Ø % DISCOUNTOTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒X YES ☐NO

PRICING SHEET: C843003

PRICING:

	<u>ITEM DESCRIPTION</u>	<u>ANNUAL USAGE by pair</u>	<u>UNIT PRICE</u>
1.3	Juvenile Sizes		
1.3.1	(0604160) Size 5	85	<u>\$ 2.07</u>
1.3.2	(0604161) Size 6	85	<u>\$ 2.07</u>
1.3.3	(0604163) Size 7	330	<u>\$ 2.07</u>
1.3.4	(0604164) Size 8	330	<u>\$ 2.07</u>
1.3.5	(0604165) Size 9	440	<u>\$ 2.07</u>
1.3.6	(0604166) Size 10	440	<u>\$ 2.07</u>
1.3.7	(0604167) Size 11	330	<u>\$ 2.07</u>
1.3.8	(0604168) Size 12	165	<u>\$ 2.07</u>
1.3.9	(0604169) Size 13	85	<u>\$ 2.21</u>
1.3.10	(0604170) Size 14	20	<u>\$ 2.21</u>
1.3.11	(0604171) Size 15	20	<u>\$ 2.21</u>

GOLD WATER INDUSTRIES INC., 17221 S WESTERN AVENUE, GARDENA, CA 90247-5225

Terms:	NET 30
Vendor Number:	W000006591 X
Telephone Number:	310/538-4560
Fax Number:	310/538-0644
Contact Person:	Jack Wang
E-mail Address:	bids@goldwaterusa.com
Company Web Site:	www.goldwaterusa.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending April 30, 2009.